lost. In an action to recover its value, *held,* plaintiff's conduct did not constitute contributory negligence in law. *Swanner* v. *Conner Hotel Co.* (Mo., 1920), 224 S. W. 123.

The court in a quotation from *Read* v. *Amidon,* 41 Vt. 15 (1868), regarding the care required of a guest for his own goods, says: "* * * he is bound to use reasonable care and prudence in respect to their safety, so as not to expose them to unnecessary danger or loss." In the Vermont case above, the lower court directed judgment for the defendant, and this was reversed on the ground that the negligence of the guest was a question for the jury. The court in the principal case says, "The Vermont case is quite similar to the facts of the instant case," but it fails to distinguish between leaving an article of clothing on a bench in a room in an apparently small inn in 1865, where the proprietor is personally in charge, no other accommodations being made for the guest's apparel, and leaving a grip in the lobby of a modern, busy hotel for ten hours without informing anyone of the fact, though attendants were present to take charge of baggage and though the grip was left within twenty feet of an easily accessible free checkroom. The cases cited by the court are not in point: In *Maloney* v. *Bacon,* 33 Mo. App. 501, the question did not deal with negligence, the court holding a trunk *"infra hospitium"* when delivered to the place where trunks were ordinarily received by the hotel and where customary notice of the delivery was given the hotelkeeper. In *Labold* v. *So. Hotel Co.,* 54 Mo. App. 567, the court held it was not negligence for a guest to give his coat to an attendant with apparent authority to care for the same, instead of putting it in the checkroom. The opinion of the dissenting judge represents what would seem the opinion of a "reasonable man." It reads: "If the plaintiff's own evidence does not show him guilty of negligence in exposing his hand-grip to peril without the slightest excuse for so doing, I do not know what he could have done that would be negligence. Plaintiff has no one to blame for his loss except himself and should not be allowed damages."

INSURANCE—BREACH OF CONDITION—CHATTEL MORTGAGE, VOID FOR USURY, SUFFICIENT TO AVOID FIRE POLICY.—Where a fire policy declared that it should be void if the property insured should be incumbered by a chattel mortgage, and the assured gave such a mortgage, which was, however, void for usury, it was *held,* that the mortgage nevertheless avoided the policy. *Lipedes* v. *Liverpool & London & Globe Insurance Co.* (N. Y., 1920), 128 N. E. 160.

The rule that conditions of forfeiture are strictly construed against the party in whose favor they tend to operate is especially applicable to insurance contracts. *Ins. Co.* v. *Vanlue,* 126 Ind. 410; *Downey* v. *Ins. Co.,* 77 W. Va. 386; *Gilchrist* v. *Ins. Co.,* 170 Fed. 279; *Baley* v. *Ins. Co.,* 80 N. Y. 21; 1 COOLEY'S BRIEFS OF THE LAW OF INSURANCE, 633. Such being the attitude of the law, the decision of the principal case is in effect a departure from the beaten track of the decisions—a departure which the majority opinion justifies on the ground that "the moral hazard is the test by which the terms of the policy are to be construed." But an ineffectual incumbrance does not

increase the moral risk. *Rowland* v. *Ins. Co.*, 82 Kan. 220. The minority view, which undoubtedly represents the weight of authority, maintains the position that the incumbrance must be a valid subsisting lien upon the property in order to be such an incumbrance as was within the contemplation of the parties, and as will effect a forfeiture. *Ins. Co.* v. *Sewing Machine Co.*, 41 Mich. 131; *Rowland* v. *Ins. Co., supra; Hanscom* v. *Ins. Co.*, 90 Me. 333; *Neafie* v. *Woodcock*, 44 N. Y. Supp. 768.

For a note on the effect of a valid chattel mortgage upon *part* of the goods insured, see 8 MICH. L. REV. 67.

INSURANCE—NO LIABILITY UNDER POLICY EXEMPTING DEATH RESULTING FROM "WAR" FOR DROWNING OF INSURED WHEN LUSITANIA SANK.—Under a life insurance policy expressly providing that it did not cover death resulting directly or indirectly or wholly or partly from war, where the insured was a passenger on the British steamer Lusitania, which was sunk by torpedoes fired from a submarine of the Imperial German government, and which was part of its naval force, while a state of war existed and was then being waged between that government and the United Kingdom of Great Britain and Ireland, it was *held* that the insurer was not liable for the drowning of the insured. *Vanderbilt et al.* v. *Travelers' Insurance Co.* (N. Y., 1920), 184 N. Y. Supp. 54.

It was the plaintiff's contention that since the transaction violated the common usages and acceptances of principles of enlightened nations, termed the laws of war, the death of the insured could not be ascribed to the excepted condition of the policy. The defendant contended that however execrable the act of the defendant may have been it was none the less the result of war. These opposing contentions made it necessary for the court to define the word "war" as used in the policy. The court defined it as "every contention by force between two nations under the authority of their respective governments," and therefore concluded that the defendant was not liable under the policy. In the case of *Bas* v. *Tingy*, 4 U. S. 37, the same definition was given. In the narrower sense, war has been regarded as controlled within absolute law. GROTIUS (DE JURE BELLI AC PACIS PROLEG. 28, and *passim*) held this view. Phillimore (Volume 3, p. 82) also said: "It is regulated by a code as precise and as well understood as that which governs the intercourse of states in their pacific relations to each other." But these views of modern jurists owe their existence to mutual concessions and are mere voluntary relinquishments of the rights of war. *The Rapid*, 8 Cranch. 155. In *Bas* v. *Tingy, supra*, it was said that "Every contention by force between two nations in external matters, under authority of their respective governments, is not only war but public war. One whole nation is at war with another whole nation, and all the members of the nation declaring war are authorized to commit hostilities against all the members of the other in every place and under every circumstance." In *Bishop* v. *Jones and Petty*, 28 Tex. 294, it was held that "the general rule depends upon and grows out of the fundamental principle that when the sovereign power of a state declares